

ITEL

REGORDATION NO. 13579-A Filed 1425

AUG 23 1982 - 6 22 PM

Rail Division

Two Embarcadero Center
San Francisco, California 94111
(415) 955-9090
Telex 34234

INTERSTATE COMMERCE COMMISSION

2-235A046

August 13, 1982

Ms. Agatha Mergenovich, Secretary
Interstate Commerce Commission
Washington, D.C. 20423

No. AUG 23 1982
Date.....
Fee \$...10.00

ICC Washington, D. C.

Dear Ms. Mergenovich:

Pursuant to 49 U.S.C. Section 11303(a) and the Interstate Commerce Commission's rules and regulations thereunder, I enclose herewith on behalf of Itel Corporation, for filing and recordation under the Lease Agreement dated as of December 16, 1981 (the "Lease") between Itel Corporation, Rail Division ("Itel") and the Green Bay and Western Railroad Company (the "GBW"), which was filed on March 3, 1982 at 2:30 P.M. and given recordation No. 13579, four counterparts of the following document:

Lease Agreement dated July 1, 1982 between Itel Corporation, Rail Division and Green Bay and Western (the "Replacement Lease").

The names and addresses of the parties to the Replacement Lease are:

1. Green Bay & Western Railroad Company
2155 Hutson Road
Green Bay, Wisconsin 54306
2. Itel Corporation, Rail Division
Two Embarcadero Center, 24th Floor
San Francisco, California 94111

The equipment covered by the Replacement Lease is one hundred (100) 50' boxcars bearing reporting marks GBW 8200-8299, formerly marked as WVRG 8100-8199.

Also enclosed is a check in the amount of \$10.00 for the required recording fee.

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Ms. Agatha Mergenovich, Secretary
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Please stamp all counterparts of the enclosed Replacement Lease with your official recording stamp. You will wish to retain one (1) counterpart of the document for your files; it is requested that the remaining three (3) counterparts be returned by mail to me.

Sincerely,



Patricia Salas Pineda
Counsel

PSP:dmm
Enclosures

cc: Doug Drummond
IteI Corporation

Linda Lawrence
IteI Corporation

L-0213
7/12/82

See Bond 10362-J
REGISTRATION NO. 13579-B
DEC 27 1982 2 33 PM

ASSIGNMENT AGREEMENT

INTERSTATE COMMERCE COMMISSION

ASSIGNMENT AGREEMENT dated as of July 7, 1982, by and between **ITEL CORPORATION, RAIL DIVISION**, a Delaware corporation, debtor and debtor in possession (hereinafter called "Itel"), and **EVANS RAILCAR LEASING COMPANY**, an Illinois corporation (hereinafter called "Evans").

W I T N E S S E T H:

WHEREAS, Itel Corporation as debtor and Green Bay and Western Railroad Company (hereinafter called "Green Bay and Western") have entered into a Lease Agreement dated March 8, 1979, which together with Equipment Schedule No. 4A thereto, provides for, among other things, the sublease to Green Bay and Western of two hundred (200) fifty foot six inch seventy ton boxcars, GBW 7450-7649 (said Lease Agreement together with all amendments, supplements or riders thereto, insofar as they relate to the two hundred railroad cars above described, is hereinafter referred to as the "First GBW Sublease").

WHEREAS, Itel and Green Bay and Western have entered into a Lease Agreement dated July 1, 1982 which provides for, among other things, the sublease to Green Bay and Western of one hundred (100) fifty foot six inch seventy ton boxcars, GBW 8200-8299 (said Lease Agreement together with all amendments, supplements or riders thereto, insofar as they relate to the one hundred railroad cars above described, is hereinafter referred to as the "Second GBW Sublease").

WHEREAS, Itel Corporation as debtor and North Louisiana and Gulf Railroad Company (hereinafter called "North Louisiana") have entered into a Lease Agreement dated July 21, 1977, which together with Equipment Schedule No. 3 thereto, provides for, among other things, the sublease to North Louisiana of one hundred (100) fifty foot six inch seventy ton boxcars, NLG 5701-5800 (said Lease Agreement together with all amendments, supplements or riders thereto, insofar as they relate to the one hundred railroad cars above described, is hereinafter referred to as the "NLG Sublease").

WHEREAS, the First GBW Sublease, the Second GBW Sublease and the NLG Sublease are hereinafter collectively referred to as the "Subleases".

WHEREAS, Evans and Itel previously entered into a lease covering all of the boxcars covered by the Subleases, which lease is being terminated and superseded by a lease agreement (the "Evans-Itel Lease") herewith providing for the lease from Evans to Itel of the above described four hundred railroad cars; and

WHEREAS, the Subleases have been terminated and reinstated without amendment or modification effective simultaneously with the effectiveness of the Evans-Itel Lease.

WHEREAS, Itel is willing to assign all of its right, title and interest in and to the Subleases to Evans and Evans is willing to accept such assignment, all upon the terms and conditions contained herein.

NOW, THEREFORE, in consideration of Evans entering into the Evans-Itel Lease with Itel and the mutual promises herein contained, the parties agree as follows:

1. Itel does hereby sell, assign, transfer and set over to Evans all of the right, title, and interest of Itel in and to the Subleases and Itel does hereby authorize and empower Evans, in its own name, to sue for, collect, receive and enforce all payments and other obligations of North Louisiana and Green Bay and Western under the Subleases, except that Evans shall not take any such action until and unless Evans or its successor notifies Itel in writing that an event of default has occurred under the Evans-Itel Lease.
2. Itel represents and warrants that the Subleases have been duly authorized and executed by it and covenants that it will, from time to time, at the request of Evans, make, execute and deliver all such further instruments of assignment, transfer and assurance and do such further acts Evans may reasonably request to give effect to the provisions hereof.
3. Itel shall not, without the consent of Evans, terminate, modify or accept a surrender of, or offer or agree to any termination, modification or surrender of the Subleases.
4. This Assignment Agreement shall be construed in accordance with and shall be governed by the laws of the State of Illinois.

IN WITNESS WHEREOF, the parties have caused its instrument to be duly executed as of the day and year first above mentioned.

**ITEL CORPORATION,
RAIL DIVISION**

By: Edward M. Allen

Title: President

Date: 7-12-82

EVANS RAILCAR LEASING COMPANY

By: W. R. Lealk

Title: Vice President

Date: 7/14/82

STATE OF CALIFORNIA

CITY AND COUNTY OF SAN FRANCISCO

ss:

On this 12th day of July, 1982, before me personally appeared Edward M. O'Dea, to me personally known, who being by me duly sworn, says that he is President of ITEL Corporation, Rail Division, that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Jody A. Blomgren
Notary Public

My Commission Expires:



STATE OF ILLINOIS

COUNTY OF COOK

ss:

On this 14th day of July, 1982, before me personally appeared PAUL R. LEAK, to me personally known, who being by me duly sworn, says that he is ^{vice} President of Evans Railcar Leasing Company, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Paul R. Leak
Notary Public

My Commission Expires:

Aug. 24, 1982